

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, STATE CAPITOL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
www.purchasing.utah.gov

**Request for Proposal
Agency Contract**

Solicitation Number: **RM6033**
Due Date: **12/28/05 at 3:00 P.M.**
Date Sent: December 6, 2005

Goods and services to be purchased:

CONTRACT FOR TRAINING AND SUPPORT SERVICES FOR THE DEPARTMENT OF HUMAN SERVICES/DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES FAMILY-TO-FAMILY NETWORK PROGRAM**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: RM6033

Due Date: 12/28/05

Vendor Name:

CONTRACT FOR TRAINING AND SUPPORT SERVICES FOR THE DEPARTMENT OF HUMAN SERVICES/DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES FAMILY-TO-FAMILY NETWORK PROGRAM PER THE ATTACHED RFP.

THIS REPLACES RFP #RM6025 THAT WAS CANCELED.

RX: 200 64000000002
COMMODITY CODE: 95290

CHANGES OR MODIFICATIONS TO PROCUREMENT:

ANY MODIFICATION TO THIS PROCUREMENT EFFORT SHALL BE MADE IN WRITING BY ADDENDUM ISSUED BY THE STATE DIVISION OF PURCHASING. ONLY AUTHORIZED AND PROPERLY ISSUED ADDENDA SHALL CONSTITUTE THE OFFICIAL POSITION OF THE STATE AND SHALL BE BINDING. ANYONE SUBMITTING A RESPONSE TO THIS SOLICITATION, WITH BASIS IN OR ON OTHER COMMUNICATION OR INFORMATION RECEIVED FROM SOURCES OTHER THAN THROUGH OFFICIAL ADDENDUM, ASSUMES FULL RISK INCLUDING THE POSSIBILITY OF A DETERMINATION OF NON-RESPONSIVENESS AND MAY BE REJECTED AT THE SOLE DISCRETION OF THE STATE.

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. PROPOSAL PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The register and contract awards are posted under "Vendor Info" at www.purchasing.utah.gov. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (f) Multiple contracts may be awarded if the State determines it would be in its best interest.

9. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to bid Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to bid products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

13. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

**REQUEST FOR PROPOSAL
TRAINING AND SUPPORT SERVICES FOR THE
DHS/DSPD FAMILY-TO-FAMILY NETWORK PROGRAM
Solicitation # RM6033**

I. PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposals is to enter into a contract with a qualified entity to develop, train, support, inform, and educate the DHS/DSPD Family-to-Family Network Program (an existing program of local family Networks for people with disabilities and their families), and to provide such services to the DHS/DSPD Family-to-Family Network Program. It is anticipated that this RFP may result in a contract award to a single contractor.

This RFP is designed to provide interested Offerors with sufficient information to submit a competitive proposal that will meet the minimum requirements of the RFP. However, it is not intended to limit or exclude content or data deemed relevant or essential by the Offeror. In fact, Offerors are encouraged to expand upon the specifications in the RFP to evidence their service capability under any agreement.

II. GENERAL INFORMATION

A. ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Department of Human Services, Division of Services for People with Disabilities. The reference number for the transaction is Solicitation #RM6033. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

B. SUBMITTING YOUR PROPOSAL

One original and six identical copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. Proposals received after the deadline will be late and ineligible for consideration. FAXED proposals are not acceptable.

C. LENGTH OF CONTRACT

The Contract resulting from this RFP will be for a period of three years.

The Contract may be extended beyond the original contract period, year-to-year, for up to two (2) additional years at the discretion of DHS/DSPD and by mutual agreement of both parties.

D. STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include, but not be limited to, the State's standard terms and conditions. These may be accessed at:

<http://www.purchasing.utah.gov/contractinfo/TermsAgency.pdf>

E. QUESTIONS

All questions must be submitted in writing and may be submitted to Roselle Miller via email at: rwmillier@utah.gov or via fax at: 801-538-3882. Questions are due by the end of the day on Monday, December 12, 2005. Questions received after that date may not be answered. Answers will be given via an addendum posted on the Division of Purchasing website.

F. DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

An oral presentation by an Offeror to clarify a proposal may be required at the sole discretion of DHS/DSPD. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the Offeror's expense.

G. PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);

(2) commercial information or non-individual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;

** * * * **

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

Consistent with Subsection 63-2-304(6) the Division of Purchasing has classified proposals submitted in response to this RFP as protected (Retention and Classification Report for Records Series 16591) except that a successful proposal is available for public inspection for 90 days.

An offeror may also protect portions of a proposal by submitting a Claim of Business Confidentiality to protect trade secrets, commercial information or non-individual financial information as provided in Subsections 63-2-304(1) and (2).

To protect information under a Claim of Business Confidentiality, the offeror must:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).

A Claim of Business Confidentiality is appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc>

To ensure the information is protected, the Division of Purchasing asks the offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

III. DETAILED SCOPE OF WORK

The following is a detailed description of the work to be performed by the Contractor.

Note that the following definitions apply to this RFP:

Family Network(s) (Networks) means a group of three or more families within the same general geographic locale who have come together as a network and participate in a range of activities as part of the DHS/DSPD Family-to-Family Network Program including meetings, teleconferences, phone trees, lectures and other supportive activities.

DHS/DSPD Family-to-Family Network (F2FN) Program means the statewide organization of Family Networks.

A. SERVICE REQUIREMENTS

The Contractor shall accomplish the following essential four requirements in cooperation with existing Family Networks and the DHS/DSPD Family-to-Family Network Program:

1. The Contractor shall provide effective methods for sharing information regarding disabilities, available public, private and community resources and pertinent issues to the members of the Networks and the DHS/DSPD Family-to-Family Network Program.
2. The Contractor shall develop effective methods and training for assisting families and Networks with accessing appropriate funding, resources and services for people with disabilities.
3. The Contractor shall assist and train Networks to effectively communicate their ideas, needs, and feedback to DHS/DSPD.
4. The Contractor shall affect an increase of three Networks during the first 12 months of the contract; an increase of two Networks during the second 12 months of the contract; and, an increase of one Network during the remaining period of the contract.

B. SCOPE OF SERVICES

1. Strategic Plan

The Contractor shall, after consulting with a representative sample of Family Networks as well as the DHS/DSPD Family-to-Family Network Program, develop and submit to DHS/DSPD, within 45 calendar days of award of the contract, a strategic plan for the accomplishment and satisfaction of the requirements in the SERVICE REQUIREMENTS section [Section III (A)] of this RFP. If the Contractor's submitted strategic plan is not acceptable to DHS/DSPD, or the Contractor's strategic plan is not submitted to DHS/DSPD within 45 calendar days of the award of the contract, the contract may be terminated at that time and the contract awarded to the next highest evaluated Offeror. This strategic plan shall contain, at a minimum, a comprehensive description of:

- a. How the Contractor intends to meet the requirements of this contract along with associated goals and objectives;
- b. The critical path, milestones and timeline for achieving the requirements and their associated goals and objectives;
- c. Budget and fiscal plans for the satisfaction of the requirements of the contract and their associated goals and objectives including the allocation and use of contractor's staff, as well as plans for the support of individual Networks;
- d. A strategy for monitoring progress toward achieving the requirements and their associated goals and objectives;
- e. Plans to accomplish one statewide function per year in support of the DHS/DSPD Family-to-Family Network Program, such as a meeting or conference, or a gathering associated with a meeting or conference of an affiliated group or organization;
- f. A strategy to encourage collaboration between the Networks, the DHS/DSPD Family-to-Family Network Program and other stakeholders pertinent to the community of persons with disabilities and their families, and an identification and assessment of those stakeholders;
- g. Plans to address the sustainability of efforts upon conclusion of the contract;
- h. A strategy for the evaluation of the Contractor's performance in satisfying the requirements and achieving the associated goals and objectives of this contract;
- i. An identification and assessment of the barriers, if any, pertaining to the satisfaction of the requirements and their associated goals and objectives as well as a description of strategies to address such barriers;
- j. A strategy to market the DHS/DSPD Family-to-Family Network Program and its local family Networks, and to encourage the recruitment and enrollment of new members in Networks and promote the growth of the DHS/DSPD Family-to-Family Network Program
- k. A strategy to assure diversity (for example, geographic, cultural etc.) and competency; and,

- I. Plans to obtain technical assistance or consultation to facilitate successful performance of the contract.

2. Documentation Requirements

The Contractor shall submit to DHS/DSPD progress reports monthly, commencing the first day of the second month following the approval of the strategic plan and not later than the fifth (5th) day, detailing at a minimum:

- a. A log of Contractor's activities in performance of the contract during the preceding month;
- b. An assessment of the progress the Contractor has made in achieving the strategic plan, goals and objectives of the contract;
- c. A description of barriers encountered during the preceding month, if any, and strategies to address them as well as a report of progress in addressing barriers identified in prior monthly progress reports;
- d. A description of other issues surrounding performance of the contract that emerged during the preceding month, and strategies to address them, as well as a report of progress in addressing issues identified in prior monthly progress reports;
- e. A complete listing of any local Network and regional and DHS/DSPD Family-to-Family Network Program meetings that occurred during the preceding month along with agendas and attendance lists associated with these meetings;
- f. An accounting of any disbursements made in support of local Networks; and,
- g. Progress toward implementation of an annual statewide function in support of the DHS/DSPD Family-to-Family Network Program.

3. Annual Progress Report

The Contractor shall provide DHS/DSPD with a written evaluation of its progress in fulfilling the requirements of the contract annually not later than June 15th, and within 30 days of the conclusion of the contract. Such report shall be delivered in writing to the State Offices of DHS/DSPD.

4. Meeting Requirements

The Contractor will meet at least monthly with a designee of DHS/DSPD at the DHS/DSPD State Office to discuss the performance of the contract, obtain any approvals, report its progress toward fulfilling the requirements of the contract as well as barriers that have been experienced in this fulfillment. Additionally:

- a. The Contractor shall meet with a designee of DHS/DSPD between regularly scheduled monthly meetings as required by DHS/DSPD; and,
- b. The Contractor shall be available to attend meetings of the State Board of Services for People with Disabilities to make reports regarding the performance of the contract and answer inquiries, as required by the State Board of Services for People with Disabilities.

C. PROPOSED BUDGET

1. The contract resulting from this RFP will be a firm fixed-cost contract. No more than 25% of Offeror's proposed program budget may be allocated to administrative or indirect costs.
2. The Offeror shall reserve at least 25% of the total budget for allocation among all local Family Networks. For the purpose of the Proposed Budget, the Offeror will use 25 local Family Networks.
3. This contract has an annual limit of \$95,000 per year, though adjustments for increases in the costs of living may be considered. Proposed budgets greater than \$95,000 per year will not be considered for a contract award.
4. Mileage for business travel by automobile in excess of 25 miles each way will be reimbursed at \$00.32 per mile.

IV. **PROPOSAL RESPONSE FORMAT**

It is requested that proposals be prepared on 8 ½" x 11" paper using 12 point font. Pages should be double-spaced with pages numbered consecutively at the bottom of the page. Please clip the completed proposal together with a document clip. Proposals should include the following information and documents organized in the order shown under tabs labeled with the ***bold and italicized*** headings identified below:

A. **RFP FORM**

The State's Request for Proposal Form completed and signed.

B. **EXECUTIVE SUMMARY**

This summary should highlight the major features of the proposal. The reader should be able to determine the essence of the proposal by reading the executive summary. This section should include:

1. A one or two page summary briefly describing Offeror's proposal.
2. The summary must indicate any requirements that cannot be met by the Offeror.
3. Protected Information. Offeror will identify the areas that it desires to be protected as outlined in Section II, paragraph G. On the original, the Offeror will highlight those areas in yellow, and identify those areas by reference within the Executive Summary.

C. **TECHNICAL REQUIREMENTS (Detailed Response)**

This section should constitute the major portion of Offeror's proposal. It requires a specific point-by-point response to each of the requirements identified below. The purpose of the stated requirements is to obtain information from the Offeror about its program(s) and operation(s) so that DHS/DSPD can evaluate the Offeror's ability to provide the requested services. Given this objective, Offerors shall not simply repeat the information and/or service requirements identified in the RFP in responding to the requirements of this section.

D. **CONTRACTOR QUALIFICATIONS**

To be awarded a contract the Contractor must meet the following minimum qualifications and include written documentation or explanations of how it meets these qualifications, with the proposal:

1. Have a minimum of five (5) years experience working with persons and the families of persons with disabilities as defined in Utah Code 62A-5-101. Definitions;
2. Be familiar with applicable Federal, State, and community resources and know how to access Federal, State, and community resources;
3. Have the ability to a) provide technical assistance and training on management of budgets, b) provide funds to Networks and the DHS/DSPD Family-To-Family Network Program, and c) conduct financial oversight and to organize, manage, and coordinate volunteer groups;
4. Have professional or volunteer experience planning, coordinating and organizing local and statewide meetings; and,
- 5.. Have eight hours of formal training in conflict resolution or documented equivalent experience in conflict resolution; or, obtain eight hours of documented conflict resolution training during the first six months of the contract at the Contractor's sole expense.

E. **EXPERIENCE**

1. Identify the individuals in Offeror's organization who would assume each of the duties/responsibilities identified in the DETAILED SCOPE OF WORK section of this RFP and submit a resume for **each** of those individuals that details the following:
 - a. Experience with people with disabilities, and their families;
 - b. Any specific qualifications possessed by the individual that makes them particularly well qualified to assume the particular tasks/responsibilities identified in the Scope of Services Part III (C) of this RFP, and,
 - c. Experience with identifying pertinent community resources and assisting individuals and families to gain access to these resources.
 - d. Formal training or documented experience for conflict resolution.
 - e. Experience with finance, budgeting, accounting.
2. Submit **three** letters of recommendation from professional organizations or individuals (DHS staff excluded) addressing Contractor's knowledge, qualifications, experience and/or abilities in each of the following three areas: **(At least one letter per area is required)**
 - a. Familiarity with State and community resources available to persons and families with disabilities and how these resources can be accessed;
 - b. Organizing and coordinating volunteer groups; and,
 - c. Demonstrating the capacity for managerial and fiscal oversight and support.

The letters of recommendation may each address a single area or all three areas but, all three areas must be addressed. The requisite three letters must be from three separate organizations, entities or individuals. By responding with a proposal the Offeror gives permission to DHS/DSPD to contact any of the references who submitted letters or any

references identified elsewhere in the Offeror's Proposal to obtain information about the qualifications of the Offeror.

3. Submit a plan detailing how Offeror will meet the requirements outlined in the *Service Requirements* Section [III (A)] of this RFP.
4. Provide a description of the duties and responsibilities Offeror would assume in supporting the DHS/DSPD Family-to-Family Network Program, and the local Family Networks to ensure their stability and continued viability
5. Describe how the Offeror would address the special interests and needs of groups within the DHS/DSPD Family-to-Family Network Program or its Networks (such as regional interests, interests related to age or other demographics, or interests related to parenting children of school age), by identifying:
 - a. The specific nature of the special interest groups that the Offeror believes to exist within the DHS/DSPD F2FN Program; and,
 - b. The strategy that the Offeror would propose to assist these special interest groups in identifying their needs, and the strategy the Offeror would employ to assist these special interest groups to satisfy these needs.
6. Describe the process Offeror would follow in developing the DHS/DSPD F2FN Program communication methods required in this RFP and identify current issues, barriers, and topics Offeror deems appropriate to address, as well as the strategies the Contractor would employ in addressing the barriers it has identified.

F. **BUDGET**

Offeror shall submit a detailed proposed budget for performing the services identified in the RFP. [See Attachment G) **If you would like the budget as an Excel file, please email Roselle Miller at rwmill@utah.gov.**

G. **APPENDIX**

Offeror shall submit the following information and/or documents in an Appendix. The required documents and information shall be organized in the order requested below:

1. A **completed and signed** Conflict of Interest Disclosure Statement. All Offerors shall complete and submit a Conflict of Interest Disclosure Statement for all parties and employees who may have a potential conflict of interest should a contract be awarded. (See Attachment A)
2. A **completed** Offeror Document Request and Checklist **with all applicable documents attached**. (See Attachment B)
3. A **completed and signed** W-9 Tax ID Form (Attachment C)
4. A **completed and signed** Provider Code of Conduct (Attachment D)
5. A **completed and signed** Certification of receipt and understanding of the Special Terms and Conditions for the DHS/DSPD Family-to-Family Network Training and Support Services Solicitation (Attachment E)
6. A completed, detailed Budget Form (Attachment G).

V. PROPOSAL EVALUATION CRITERIA

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in the proposal.

The proposals will be evaluated according to the following criteria. Proposals must pass all pass/fail categories in order to be scored. (See Attachment F.)

WEIGHT	EVALUATION CRITERIA
30	Experience
40	Services and Support Provisions
30	Budget
100	Total Possible Points

VI. ATTACHMENTS TO THE RFP

- A. ATTACHMENT A -- Conflict of Interest Disclosure Statement
- B. ATTACHMENT B – Offeror Document Request and Checklist
- C. ATTACHMENT C - W-9 Tax ID Form
- D. ATTACHMENT D – Provider Code of Conduct
- E. ATTACHMENT E – Special Terms and Conditions
- F. ATTACHMENT F – Score Sheets
- G. ATTACHMENT G – Budget Form



Attachment A

Department of Human Services
120 North 200 West
Salt Lake City, UT 84103
(801) 538-4001

Conflict of Interest Certification

(Governmental Entities Only)

Name of Contractor:

Address:

The Contractor certifies that:

1. It is a political subdivision, agency or municipality of the State of Utah;
2. It maintains a written policy requiring the Contractor's Representatives to disclose their Conflicts of Interest (*See* definition of "Contractor's Representative" and "Conflict of Interest" in the DHS Contract for Services, Part I, Section C, Paragraph 9");
3. The Contractor's policy provides the Contractor with the information it needs to satisfy the provisions of its contract with the Department of Human Services (DHS), and
4. The Contractor will monitor its operations for compliance with the Conflict of Interest provisions of its contract with DHS, and the Contractor can reasonably assure DHS that any of the Contractor's Representatives with a potential Conflict of Interest do not:
 - (a) make or influence decisions or set policies that affect its contract with DHS;
 - (b) monitor the performance of its contract with DHS; or
 - (c) become involved in or otherwise benefit from the performance of its contract with DHS.

Dated this ____ of _____, 20__.

(Name and Title of Person Completing Form)

(Signature)

Revision Date: June 25, 2002



Department of Human Services
120 North 200 West
Salt Lake City, UT 84103
(801) 538-4001

ATTACHMENT A

CONFLICT OF INTEREST - DISCLOSURE STATEMENT

Does any employee in your organization have a conflict of interest or potential conflict of interest?

YES

(Please use a separate form for each employee with a conflict or potential conflict, and complete all applicable portions of the form. Attach additional sheets as needed.)

NO

(Please complete the signature section below.)

Dual Employment *(The notary section of this form must be completed for all dual employment conflicts of interest.)*

Name of individual with dual employment:

Title or position with the State of Utah or political subdivision:

Title or position with the Contractor:

Nature and value of the individual's interest in Contractor's business entity:

Individual's decision-making authority with the Contractor and with the State:

How does the Contractor protect DHS from potentially adverse effects resulting from this individual's Conflict of Interest?

Related-Party Transactions or Independent Judgment Impaired

Name and position or title of individual with Conflict of Interest:

(individual associated with Contractor):

(individual associated with other party):

Relationship between identified individuals:

Description of transaction involving identified individuals and dollar amount (if any):

Decision-making authority of individuals with respect to that transaction:

Potential effect on this Contract with DHS:

How does the Contractor protect DHS from potentially adverse effects resulting from this identified Conflict of Interest?

Name of Contractor:

Signature:

I hereby certify that the information I have given is true and complete to the best of my knowledge.

(Name and Title of Person Completing Form)

(Signature)

Date: _____

Notary: *(Must be completed for all dual employment conflicts of interest)*

STATE OF _____)
: ss.

COUNTY OF _____)
SUBSCRIBED to before me this ____ day of _____,

(Seal)

NOTARY PUBLIC

Commission Expires

DHS/_____ Action: ☐ Approve ☐ Deny ☐ Refer to BIRA

Agency Signature: _____ Date: _____

DHS/_____ Action: ☐ Approve ☐ Deny ☐ Refer to BIRA

Agency Signature: _____ Date: _____

DHS/_____ Action: ☐ Approve ☐ Deny ☐ Refer to BIRA

Agency Signature: _____ Date: _____

*"Approve" means the Agency has no reason to question the accuracy of a "no conflicts" declaration or, in those situations where a conflict has been declared, that the Agency has taken sufficient action to determine the facts declared by the Contractor do not constitute a prohibited conflict of interest.

**DHS may refer any questions regarding potential Conflicts of Interest to the DHS Bureau of Internal Review and Audit ("BIRA").

BIRA Action Upon DHS/ Referral: ☐ Approve ☐ Deny ☐ Other: _____

Revision Date: April 23, 2004

ATTACHMENT B OFFEROR DOCUMENT REQUEST AND CHECKLIST

Name of Offeror: _____

RFP # _____

INSTRUCTIONS: Place a check mark (✓) in the “Offeror’s Response” column” for each item provided **and** attach the item. (Items shall be submitted in the order requested in the form.) If a requested item does not apply to Offeror, mark “N/A” in the appropriate space. Include the completed form and items in the Appendix portion of Offeror’s proposal. All Offerors must submit the first four items requested. The remaining items need only be supplied **as they apply** to Offeror and/or the services Offeror is proposing to provide.

Item/Information Requested		Offeror’s Response (✓ or N/A)
<i>The following documents <u>must be submitted</u> by all Offerors:</i>		
1	A copy of Offeror’s conflict of interest disclosure statement. (Attachment A)	
2	This Checklist (Attachment B)	
3	<u>W-9 Form</u> , “Request for Taxpayer Identification Number (TIN) and Certification” completed and signed by Offeror (W-9 forms can be obtained at the IRS web site: http://www.irs.ustreas.gov/prod/forms-pubs/forms.html or a local Internal Revenue Service office). If Offeror does not yet have a TIN, Offeror may submit verification of its application for a TIN. (Offerors who submit verification must provide the Requesting Agency with a completed and signed W-9 form before any contract awarded Offeror will be initiated.) (Attachment C)	
4	Provider Code of Conduct (Attachment D)	
5	A signed copy of the Certification of Receipt and Understanding for the Special Terms and Conditions (Attachment E)	
6	Budget Form (Attachment G)	
7	A copy of the certificate of incorporation or registration issued to Offeror by the Utah State Division of Commerce authorizing Offeror to conduct business in the State as a corporation, partnership, LLC, DBA, or other business entity. https://secure.utah.gov/bes/action/index	
8	The three recommendation letters as required by Section IV (E)(2) of the RFP, along with a separate explanation of the Offeror’s experience relative to people with disabilities as required by Section IV (E)(1) of the RFP. (Resumes will be accepted).	
9	The Executive Summary and Technical Requirements proposal.	
10	Offerors statement ensuring that they will meet insurance requirements of the DHS/DSPD contract, <u>submit a signed letter of intent</u> stating 1) they will comply with the insurance requirements of the DHS service contract should they be awarded a contract; AND , 2) they will submit the necessary documents verifying their insurance coverage to the Requesting Agency before any contract awarded to them is initiated.	

	<p><u>Insurance Requirements:</u> Any Offeror awarded a contract under this RFP (except Offerors who are government entities) shall be required to comply with the insurance requirements of the Department of Human Services Contract: <u>Private Contractor—Commercial Insurance Required:</u></p> <p><i>If the Contractor is not a Utah governmental entity, the Division must ensure that the Contractor has appropriate general liability, automobile, and professional liability insurance by obtaining a certificate of insurance, an endorsement and A.M. Best rating information.</i></p> <p><i>**Commercial insurance may be obtained from an insurance company that does not meet the above stated A. M. Best Company rating and/or class size, if the Contractor provides documentation verifying the insurance company providing the Contractor's insurance is reinsured by another affiliated insurance company that does meet the required rating and class size requirements.</i></p>	
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Attachment C

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you should use the requester's form. However, this form must meet the acceptable specifications described in **Pub. 1167, General Rules and Specifications for Substitute Tax Forms and Schedules**.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities**).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Attachment D

DEPARTMENT OF HUMAN SERVICES POLICY AND PROCEDURES		
Reference: 05-03	Effective Date: May 23, 1989 Revision Date: August 17, 2001	Page 1 of 8
PROVIDER CODE OF CONDUCT		
RATIONALE: The purpose of this Provider Code of Conduct is to protect the clients of the Department of Human Services, to establish a consistent standard of conduct for the Providers who serve those clients, and to promote conduct that reflects respect for clients and others. (This policy incorporates the provisions of Rule 495-876.)		

I. STATEMENT OF PURPOSE.

The Department of Human Services ("DHS") adopts this Code of Conduct to:

- (a) Protect its clients from abuse, neglect, maltreatment and exploitation; and
- (b) Clarify the expectation of conduct for DHS Providers and their employees and volunteers who interact in any way with DHS clients, DHS staff and the public.

The Provider shall distribute a copy of this Code of Conduct to each employee and volunteer, regardless of whether the employees or volunteers provide direct care to clients, indirect care, administrative services or support services. The Provider shall require each employee and volunteer to read the Code of Conduct and sign a copy of the attached "Certificate of Understanding" before having any contact with DHS clients. The Provider shall file a copy of the signed Certificate of Understanding in each employee and volunteer's personnel file. The Provider shall also maintain a written policy that adequately addresses the appropriate treatment of clients and that prohibits the abuse, neglect, maltreatment or exploitation of clients. This policy shall also require the Provider's employees and volunteers to deal with DHS staff and the public with courtesy and professionalism.

This Code of Conduct supplements various statutes, policies and rules that govern the delivery of services to DHS clients. The Providers and the DHS Divisions or Offices may not adopt or enforce policies that are less-stringent than this Code of Conduct unless those policies have first been approved in writing by the Office of Licensing and the Executive Director of the Utah Department of Human Services. Nothing in this Code of Conduct shall be interpreted to mean that clients are not accountable for their own misbehavior or inappropriate behavior, or that Providers are restricted from imposing appropriate sanctions for such behavior

II. DEFINITIONS.

1. General Definitions:

"Client" means anyone who receives services either from DHS or from a Provider pursuant to an agreement with DHS or funding from DHS. **"DHS"** means the Utah Department of Human Services or any of its divisions, offices or agencies.

"Domestic-violence-related child abuse" means any domestic violence or a violent physical or verbal interaction between cohabitants in the physical presence of a child or having knowledge that a child is present and may see or hear an act of domestic violence.

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"Emotional maltreatment" means conduct that subjects the client to psychologically destructive behavior, and includes conduct such as making demeaning comments, threatening harm, terrorizing the client or engaging in a systematic process of alienating the client.

"Provider" means any individual or business entity that contracts with DHS or with a DHS contractor to provide services to DHS clients. The term "Provider" also includes licensed or certified individuals who provide services to DHS clients under the supervision or direction of a Provider. Where this Code of Conduct states (as in Sections III-VII) that the "Provider" shall comply with certain requirements and not engage in various forms of abuse, neglect, exploitation or maltreatment, the term "Provider" also refers to the Provider's employees, volunteers and subcontractors, and others who act on the Provider's behalf or under the Provider's control or supervision.

"Restraint" means the use of physical force or a mechanical device to restrict an individual's freedom of movement or an individual's normal access to his or her body. "Restraint" also includes the use of a drug that is not standard treatment for the individual and that is used to control the individual's behavior or to restrict the individual's freedom of movement.

"Seclusion" means the involuntary confinement of the individual in a room or an area where the individual is physically prevented from leaving.

"Written agency policy" means written policy established by the Provider. If a written agency policy contains provisions that are more lenient than the provisions of this Code of Conduct, those provisions must be approved in writing by the DHS Executive Director and the Office of Licensing.

B. Definitions of Prohibited Abuse, Neglect, Maltreatment and Exploitation:

"Abuse" includes but is not limited to:

1. Harm or threatened harm to the physical or emotional health and welfare of a client.
2. Unlawful confinement.
3. Deprivation of life-sustaining treatment except in accordance with a valid advance directive or other legally-sufficient written directive from a competent client or the client's legal representative (e.g., a parent or legal guardian).
4. Physical injury, such as a contusion of the skin, laceration, malnutrition, burn, fracture of any bone, subdural hematoma, injury to any internal organ, any injury causing bleeding, or any physical condition which imperils a client's health or welfare.
5. Any type of unlawful hitting or corporal punishment.
6. Domestic-violence-related child abuse.

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DEPARTMENT OF HUMAN SERVICES POLICY AND PROCEDURES		
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7. Any sexual abuse or sexual exploitation, including but not limited to:

- a. Engaging in sexual intercourse with any client.
- b. Touching the anus or any part of the genitals or otherwise taking indecent liberties with a client, or causing an individual to take indecent liberties with a client, with the intent to arouse or gratify the sexual desire of any person.
- c. Employing, using, persuading, inducing, enticing, or coercing a client to pose in the nude.
- d. Engaging a client as an observer or participant in sexual acts.
- e. Employing, using, persuading, inducing, enticing or coercing a client to engage in any sexual or simulated sexual conduct for the purpose of photographing, filming, recording, or displaying in any way the sexual or simulated sexual conduct. This includes displaying, distributing, possessing for the purpose of distribution, or selling material depicting nudity, or engaging in sexual or simulated sexual conduct with a client.
- f. Committing or attempting to commit acts of sodomy or molestation with a client.

As used in this Code of Conduct, the terms Asexual abuse, and Asexual exploitation, do not refer to approved therapeutic processes used in the treatment of sexual deviancy or dysfunction as long as those therapeutic processes have been outlined in the client's treatment plan and are consistent with generally-accepted therapeutic practices and written agency policy.

"Neglect" includes but is not limited to:

1. Denial of sufficient nutrition.
2. Denial of sufficient sleep.
3. Denial of sufficient clothing, or bedding.
4. Failure to provide adequate client supervision, including situations where the Provider's employee or volunteer is asleep or ill on the job, or is impaired due to the use of alcohol or drugs.

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5. Failure to provide care and treatment as prescribed by the client's service, program or treatment plan, including failure to arrange for medical or dental care or treatment as prescribed or as instructed by the client's physician or dentist, unless the client or the Provider obtains a second opinion from another physician or dentist, indicating that the originally-prescribed medical or dental care or treatment is unnecessary.
6. Denial of sufficient shelter, where shelter is part of the services the Provider is responsible for providing to the client.
7. Educational neglect (i.e., willful failure or refusal to make a good faith effort to ensure that a child in the Provider's care or custody receives an appropriate education).

"Exploitation" includes but is not limited to:

1. Using a client's property without the client's consent or using a client's property in a way that is contrary to the client's best interests, such as expending a client's funds for the benefit of another.
2. Making unjust or improper use of clients or their resources.
3. Accepting a gift in exchange for preferential treatment of a client or in exchange for services that the Provider is already obliged to provide to the client.
4. Using the labor of a client for personal gain.
5. Using the labor of a client without paying the client a fair wage or without providing the client with just or equivalent non-monetary compensation, except where such use is consistent with standard therapeutic practices and is authorized by DHS policy or the Provider's contract with DHS.

a. Examples:

- (i) It is not "exploitation" for a foster parent to assign an extra chore to a foster child who has broken a household rule, because the extra chore is reasonable discipline and teaches the child to obey the household rules.
- (ii) It is not "exploitation" to require clients to help serve a meal at a senior center where they receive free meals and are encouraged to socialize with other clients. The meal is a non-monetary compensation, and the interaction with other clients may serve the clients' therapeutic needs.

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(iii) It is usually "exploitation" to require a client to provide extensive janitorial or household services without pay, unless the services are actually an integral part of the therapeutic program, such as in "clubhouse" type programs that have been approved by DHS.

"Maltreatment" includes but is not limited to:

1. Physical exercises, such as running laps or performing pushups, except where such exercises are consistent with an individual's service plan and written agency policy and with the individual's health and abilities.
2. Any form of Restraint or Seclusion used by the Provider for reasons of convenience or to coerce, discipline or retaliate against a client. The Provider may use a Restraint or Seclusion only in emergency situations where such use is necessary to ensure the safety of the client or others and where less restrictive interventions would be ineffective, and only if the use is authorized by the client's service plan and administered by trained authorized personnel. Any use of Restraint or Seclusion must end immediately once the emergency safety situation is resolved. The Provider shall comply with all applicable laws about Restraints or Seclusion, including all federal and state statutes, regulations, rules and policies.
3. Assignment of unduly physically strenuous or harsh work or exercise.
4. Requiring or forcing the client to take an uncomfortable position, such as squatting or bending, or requiring or forcing the client to repeat physical movements as a means of punishment.
5. Group punishments for misbehavior of individuals.
6. Emotional maltreatment, bullying, teasing, provoking or otherwise verbally or physically intimidating or agitating a client.
7. Denial of any essential program service solely for disciplinary purposes.
8. Denial of visiting or communication privileges with family or significant others solely for disciplinary purposes.
2. Requiring the individual to remain silent for long periods of time for the purpose of punishment.
10. Extensive withholding of emotional response or stimulation.
11. Denying a current client from entering the client's residence, where such denial is for disciplinary or retaliatory purposes or for any purpose unrelated to the safety of clients or others.

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III. ABUSE, NEGLECT, EXPLOITATION AND MALTREATMENT ARE PROHIBITED.

Providers shall not abuse, neglect, exploit or maltreat clients in any way, whether through acts or omissions or by encouraging others to act or by failing to deter others from acting.

IV. PROVIDER'S COMPLIANCE WITH CONDUCT REQUIREMENTS IMPOSED BY LAW, CONTRACT OR OTHER POLICIES.

In addition to complying with this Code of Conduct, the Provider shall comply with all applicable laws (such as statutes, rules and court decisions) and all policies adopted by the DHS Office of Licensing, by the DHS Divisions or Offices whose clients the Provider serves, and by other state and federal agencies that regulate or oversee the Provider's programs. Where the Office of Licensing or another DHS entity has adopted a policy that is more specific or restrictive than this Code of Conduct, that policy shall control. If a statute, rule or policy defines abuse, neglect, exploitation or maltreatment as including conduct that is not expressly included in this Code of Conduct, such conduct shall also constitute a violation of this Code of Conduct. *See, e.g.*, Title 62A, Chapter 3 of the Utah Code (definition of adult abuse) and Title 78, Chapter 3a and Title 76, Chapter 5 of the Utah Code (definitions of child abuse).

V. THE PROVIDER'S INTERACTIONS WITH DHS PERSONNEL AND THE PUBLIC.

In carrying out all DHS-related business, the Provider shall conduct itself with professionalism and shall treat DHS personnel, the members of the Provider's staff and members of the public courteously and fairly. The Provider shall not engage in criminal conduct or in any fraud or other financial misconduct.

VI. SANCTIONS FOR NON-COMPLIANCE.

If a Provider or its employee or volunteer fail to comply with this Code of Conduct, DHS may impose appropriate sanctions (such as corrective action, probation, suspension, disbarment from State contracts, and termination of the Provider's license or certification) and may avail itself of all legal and equitable remedies (such as money damages and termination of the Provider's contract). In imposing such sanctions and remedies, DHS shall comply with the Utah Administrative Procedures Act and applicable DHS rules. In appropriate circumstances, DHS shall also report the Provider's misconduct to law enforcement and to the Provider's clients and their families or legal representatives (e.g., a legal guardian). In all cases, DHS shall also report the Provider's misconduct to the licensing authorities, including the DHS Office of Licensing.

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VII. PROVIDERS' DUTY TO HELP DHS PROTECT CLIENTS.

1. **Duty to Protect Clients' Health and Safety.** If the Provider becomes aware that a client has been subjected to any abuse, neglect, exploitation or maltreatment, the Provider's first duty is to protect the client's health and safety.
2. **Duty to Report Problems and Cooperate with Investigations.** Providers shall document and report any abuse, neglect, exploitation or maltreatment and exploitation as outlined in this Code of Conduct, and they shall cooperate fully in any investigation conducted by DHS, law enforcement or other regulatory or monitoring agencies.
 - a. Except as provided in Section (B)(1)(a) and (B)(3) below, Providers shall immediately report abuse, neglect, exploitation or maltreatment by contacting the local Regional Office of the appropriate DHS Division or Office. During weekends and on holidays, Providers shall make such reports to the on-call worker of that Regional Office.
 - (i) Providers shall report any abuse or neglect of disabled or elder adults to the Adult Protective Services intake office of the Division of Aging and Adult Services.
 - b. The Provider shall make all reports and documentation about abuse, neglect, exploitation, and maltreatment available to appropriate DHS personnel and law enforcement upon request.
 - c. Providers shall document any client injury (explained or unexplained) that occurs on the Providers' premises or while the client is under the Provider's care and supervision, and the Provider shall report any such injury to supervisory personnel immediately. Providers shall cooperate fully in any investigation conducted by DHS, law enforcement or other regulatory or monitoring agencies. If the client's injury is extremely minimal, the Provider has 12 hours to report the injury. The term "extremely minimal" refers to injuries that obviously do not require medical attention (beyond washing a minor wound and applying a band-aid, for example) and which cannot reasonably be expected to benefit from advice or consultation from the supervisory personnel or medical practitioners.
 - (i) Example: If a foster child falls off a swing and skins her knee slightly, the foster parent shall document the injury and report to the foster care worker within 12 hours.
 - (ii) Example: If a foster child falls off a swing and sprains or twists her ankle, the foster parent shall document the injury and report it immediately to supervisory personnel because the supervisor may want the child's ankle X-rayed or examined by a physician.

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3. **Duty to Report Fatalities and Cooperate in Investigations and Fatality Reviews.** If a DHS client dies while receiving services from the Provider, the Provider shall notify the supervising DHS Division or Office immediately and shall cooperate with any investigation into the client's death. In addition, some Providers are subject to the Department of Human Services' Fatality Review Policy. (See the "Eligibility" section of DHS Policy No. 05-02 for a description of the entities subject to the fatal-review requirements. A copy of the policy is available at the DHS web site at: <http://www.dhs.state.ut.us/policy.htm>) If the Provider is subject to the Fatality Review Policy, it shall comply with that policy (including all reporting requirements) and the Provider shall cooperate fully with any fatality reviews and investigations concerning a client death.
4. **Duty to Display DHS Poster.** The Provider shall prominently display in each facility a DHS poster that notifies employees of their responsibilities to report violations of this Provider Code of Conduct, and that gives phone numbers for the Regional Office or Intake Office of the relevant DHS Division(s). Notwithstanding the foregoing, if the Provider provides its services in a private home and if the Provider has fewer than three employees or volunteers, the Provider shall maintain this information in a readily-accessible place but it need not actually display the DHS poster. DHS shall annually provide the Provider with a copy of the current DHS poster or it shall make the poster available on the DHS web site: <http://www.dhs.state.ut.us>.

Robin Arnold-Williams

DATE: 08-17-01

Robin Arnold-Williams, Executive Director
Department of Human Services

Attachment D

**PROVIDER CODE OF CONDUCT
CERTIFICATE OF UNDERSTANDING AND COMPLIANCE**

(To be signed by all DHS Providers and their employees, volunteers and subcontractors.)

I have read and been provided with a personal copy of the Provider Code of Conduct for the Utah Department of Human Services.

I understand this Code of Conduct and I will comply with it. I have had an opportunity to ask questions and seek clarification about the Code of Conduct, and my questions have been answered to my satisfaction and understanding.

Signature of Employee or Volunteer
Print Name:

Date

Signature of Supervisor

Date

Print Name:

Program/Facility : _____

Street Address _____

City, State, ZIP Code _____

The individual signing the RFP will sign this sheet and return this attachment with their Proposal.

Attachment E

Special Terms and Conditions

A. SPECIAL REQUIREMENTS

1. The Contractor shall not claim endorsement of activities by DHS/DSPD, or the State Board of Services for People with Disabilities unless DHS/DSPD, or the State Board of Services for People with Disabilities specifically gives such endorsement in writing.
2. The Contractor shall circulate no material developed in any connection with the performance of this contract, in any form, to the public without the Contractor having obtained prior written approval from DHS/DSPD.
3. The Contractor agrees to assume liability for all of its activities in any fashion related to the scope of the performance of this contract and to hold DHS/DSPD harmless.
4. The Contractor agrees to conduct contract activities according to the standards (including self-determination) established in the statutes and rules that govern DHS/DSPD, Utah Code 62A-5-101 through 62A-5-403 that can be found at <http://www.le.state.ut.us/~code/TITLE62A/62A05.htm> and Utah Administrative Code R539-1 through R539-7, which can be found at <http://rules.utah.gov/publicat/code/r539/r539.htm>.
5. Neither DHS/DSPD nor DHS/DSPD employees will perform contract activities that are the responsibility of the Contractor as written in the contract unless such activities are specified as a responsibility of DHS/DSPD in the contract.
6. DHS/DSPD reserves the right to assign a DHS/DSPD staff liaison to be a member of each local family Network, as well as Regional and DHS/DSPD Family-to-Family Network Program.
7. DHS/DSPD further reserves the right to exercise editorial control over content as well as the right to contribute to and/or participate in all training, newsletters, brochures or other publications and websites that may result from this contract as well as the annual statewide function in support of the DHS/DSPD Family-to-Family Network Program.
8. The Contractor understands that DHS is committed to providing client-oriented services, and that DHS and DHS/DSPD often conduct client-satisfaction surveys to ensure that services are appropriate for the clients served. The Contractor therefore agrees to cooperate with all DHS and DHS/DSPD initiated client or customer surveys.
9. Contractor's failure to work cooperatively with DHS/DSPD, in the sole judgment of DHS/DSPD, in carrying out all contract requirements, shall be cause for the immediate termination of the contract with Contractor.

B. SPECIAL RECORD KEEPING REQUIREMENTS

1. Monthly progress reports, as specified in the DETAILED SCOPE OF WORK of this RFP shall be submitted to the DHS/DSPD State Office detailing the Contractor's progress toward achieving the contract requirements.
2. The Contractor shall ensure that all computer or paper records related to this contract are maintained in a secure fashion.
3. All records for this contract are the property of DHS/DSPD and must be produced within 10

calendar days if requested by DHS/DSPD for contract monitoring. DHS/DSPD may audit records at anytime as part of contract monitoring.

4. Upon request, the Contractor shall allow independent, state and federal auditors or contract reviewers to have access to any records related to this Contract, including all financial records (such as accounting records and supporting documentation) for audit review and inspection.
5. The Contractor shall maintain employee time sheets and minutes related to this contract;
 - a. Time-sheets must detail hours and description of work.
 - b. Time-sheets must be dated and signed by the employee.
 - c. Contractor shall maintain minutes of all staff meetings that are pertinent to the contract.
 - d. The Contractor shall keep records documenting all contract activities, operations, and expenditures throughout the period of the contract, including original receipts for all expenditures claimed and individual timesheets for all personnel hours claimed. Timesheets shall reflect the date services were rendered, the amount of time expended (measured in ¼ hour increments), and the work activities performed.

C. SUBCONTRACTS

Contractor shall be allowed to subcontract any or all of its contracted duties and responsibilities. However, DHS/DSPD reserves the right to review and approve any subcontracts proposed by the Contractor prior to execution of the same.

D. INSURANCE AND FINANCIAL REPORTING/AUDIT REQUIREMENTS

The Contractor will be expected to comply with the standard terms and conditions contained in the DHS Vendor Contract, including all applicable insurance and financial reporting/audit requirements.

E. CONTRACT PAYMENTS

1. Contractor will be paid monthly, at a rate of 1/36th of the contract total for each month of the contract; however, the Contractor will be paid an amount not to exceed 5% of the contract total during the initial forty-five calendar days following award of the contract pursuant to Section E (2) of this document.
2. Contract payment will not exceed 5% of the total contract budget to develop the strategic plan during the initial 45 calendar-day period. Should the contractor fail to deliver a strategic plan deemed to be acceptable by DHS/DSPD, the contract may be terminated at the time of such determination and DHS/DSPD will have no further liability or obligation pursuant to this contract.
3. Contract billings will only be paid according to the approved budget.

F. RESTRICTIONS ON THE USE OF CONTRACT FUNDS

None of the funds provided under this contract may be used for lobbying purposes.

Attachment E

Certification of receipt and understanding of the Special Terms and Conditions for the DHS/DSPD Family-to- Family Network Program Training and Support Services Solicitation #_____

I have read and been provided with a copy of the Special Terms and Conditions of the DHS/DSPD Family-to-Family Network Program Training and Support Services Solicitation #RM6033, and I agree to comply with all of these terms and conditions if I am awarded a contract for the provision of services detailed in this RFP.

Signed: _____ {Offeror}

By: _____ {Name of authorized representative}

Title: _____ {Title of signatory}

Date: _____ {Of signing}

Attachment F TECHNICAL PROPOSAL SCORING FORM

F2FN RFP# RM6033

Offeror _____ **Score** _____ **Scored by** _____ **Date** _____

Compliance with requirements will be assessed as a point score on a scale from 0 to 5 as shown: 0=Failure, no response 1=Poor, inadequate, fails to meet requirement 2=Fair, only partially responsive 3=Average, meets minimum requirement 4=Above average, exceeds minimum requirement 5- Superior

Experience - 30 points possible

Description	Score	Weight	Points	Comments
Offeror has specific qualifications demonstrating the Offeror to be qualified to assume tasks, responsibilities identified in the Scope of Services Part III (B).				
1- Offeror demonstrated in detail their familiarity with State and community resources available to persons and families with disabilities and also described how to access these resources <i>10 points possible</i>		X2		
2- Offeror demonstrated successful experience organizing and coordinating volunteer groups <i>10 points possible</i>		X2		
3- Offeror demonstrates the capacity for managerial and fiscal oversight and support <i>10 points possible</i>		X2		
Total Points				

Service and Support Provisions – 40 points possible

Description	Score	Weight	Points	Comments
4- Offeror demonstrated how it will conduct community outreach to meet proposal requirements. <i>5 points possible</i>		X1		
5- Offeror demonstrated how it will conduct marketing for the DHS/DSPD F2FN Network Program. <i>5 points possible</i>		X1		
6- Offeror demonstrated how it will address the duties and responsibilities to meet the requirement of supporting DHS/DSPD F2FN Network Program and its Networks to ensure stability and viability. <i>15 points possible</i>		X3		
7- Offeror demonstrated how it will address the special interests and needs of groups within the DHS/DSPD F2FN Network Program or its Networks (such as regional interests, interests related to age or other demographics, or interests related to parenting children of school age). <i>10 possible points</i>		X2		
8- Offeror demonstrated through its explanation, the process and plan Offeror would follow in developing the DHS/DSPD F2FN Network Program communication methods required in this RFP and identify current issues, barriers, and topics Offeror feels may be appropriate to address. <i>5 points possible</i>		X1		
Total Points				

**Attachment F
BUDGET PROPOSAL SCORING FORM**

F2FN RFP# RM6033

Offeror	Score	Scored by	Date
<p>Compliance with requirements will be assessed as a point score on a scale from 0 to 5 as shown: 0=Failure, no response 1=Poor, inadequate, fails to meet requirement 2=Fair, only partially responsive 3=Average, meets minimum requirement 4=Above average, exceeds minimum requirement 5- Superior</p>			

Offeror's detailed proposed budget for performing the services identified in the RFP. Budget Form Attachment G

Description	Score	Weight	Points	Comments
1. Offeror reserved 25% of the total budget for the allocation to all Networks. The budget demonstrated the 25% and how it may be allocated. <i>10 points possible</i>		X2		
2. Budget covered the 4 essential requirements. <i>10 points possible</i>		X2		
3. Total budget does not contain more than 25% allocated to administrative or indirect costs. <i>5 points possible</i>		X1		
4. Total cost for this proposal is within the \$95,000 annual DHS/DSPD allocation. <i>5 points possible</i>		X1		
Total Points				

Offeror shall use “25 local networks” for developing this proposed budget.

RM6033 - BUDGET FORM

Name of Contractor:_____

Budget Assumptions:

1) 25 local Networks; 2) 25% of program budget is administrative or indirect costs; 3) 25% of total budget is for allocation among all local Family Networks, 4) Mileage paid at \$00.32 mile, 50 Miles RT.

Refer to SECTION III. SCOPE OF WORK, A. SERVICE REQUIREMENTS (for allocation of program expenses below)

DESCRIPTION	Allocation of program expenses Into Separate Service Requirements				ADMINISTRATIVE EXPENSES	3 YEAR CONTRACT EXPENSES
	Requirement 1	Requirement 2	Requirement 3	Requirement 4		
1. Salaries						
2. Fringe Benefits (employer taxes, insurance, retirement)						
3. Travel/Transportation						
Mileage						
Vehicle Lease						
Vehicle Depreciation						
Vehicle Repairs/Supplies						
Other (specify)						
4. Space Costs						
Rent/Lease						
Depreciation						
Property Taxes						
Other (specify)						
5. Utilities						
Power						
Heat						
Water/Sewer						
Other (specify)						
6. Communications						
Telephone						
Postage/shipping						
Other (specify)						
7. Equipment/Furniture (Under \$5,000)						
Rent/Lease						
Repair/Maintenance						
Depreciation						
Other (specify)						
8. SUB TOTAL PAGE 1 (this page)						
A	B	C	D	E	F	G

DESCRIPTION	Allocation of Total Expenses Into Separate Service Requirements				ADMINISTRATIVE EXPENSES	THIS CONTRACT EXPENSES
	Requirement 1	Requirement 2	Requirement 3	Requirement 4		
9. Supplies/Maintenance						
Program Services						
Food						
Maintenance						
Office expenses						
Other (specify)						
10. Miscellaneous						
Printing/Copying						
Books/Subscriptions						
Licenses/Permits						
Taxes						
Other (specify)						
11. Conferences/Workshops						
Out of Town Travel, room, meals, etc.						
Transportation						
Per Diem						
Other (specify)						
12. Insurance						
13. Professional Fees/Contractual Services						
Sub-Contracts						
Other (specify)						
14. Client Cost						
Direct payments to Clients						
Payments made in behalf of clients						
Other (specify)						
15. SUB TOTAL PAGE 2						
16. SUB TOTAL PAGE 1						
17. TOTAL EXPENSES						
A	B	C	D	E	F	G

Total Contract Amount: _____
1st Year _____
2nd Year: _____
3rd Year: _____

Total Amount Allocated to Networks: _____
1st Year: _____
2nd Year: _____
3rd Year: _____